Date: April 20, 2021

ADDENDUM NO. Three (3)

PROJECT NO: 118686
TITLE OF PROJECT: Lake Dam Improvements

FACILITY LOCATION: Buescher State Park

NOTICE TO ALL BIDDERS:

This addendum shall be considered part of the Contract Documents and is issued to change, amplify, or delete from or otherwise explain the documents where provisions of this addendum differ from those of the original contract documents. This addendum shall have precedence over the original contract documents and shall govern.

Bidders are hereby notified that they shall incorporate this addendum in their bid, and it shall be construed that the Contractor's Bid shall reflect with full knowledge, all items, changes, and modifications to the contract documents herein specified.

Bidders are advised to check for updates, addenda issuance, and bid opening date changes on the Electronic State Business Daily at:

http://www.txsmartbuy.com/esbd

Bid Due Date has **changed** to the following: **May 5, 2021 2:00 pm (CT)**

REPLACE the Contractor's Bid Schedule issued in Addendum One (1) on April 6, 2021 with the attached Revised Contractor's Bid Schedule (10 pages)

Bidders shall acknowledge receipt of this addendum in the space provided on the Contractor's Bid Schedule form located above the signature block. WARNING: BIDDER'S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN REJECTION OF BID.

END OF ADDENDUM NUMBER THREE (3)

Sincerely,

Will Andres, CTPM, CTCM Contract Manager Infrastructure Division

TEXAS PARKS AND WILDLIFE

REVISED CONTRACTOR'S BID SCHEDULE PER ADDENDUM THREE (3)

Texas Parks and Wildlife Department 4200 Smith School Road Austin, Texas 78744

Having carefully examined the Invitation for Bids and Contract Documents. Project No. 118686, Lake Dam Improvements at Buescher State Park, Smithville, Bastrop County, Texas for the Texas Parks and Wildlife Department, as well as the premises and conditions affecting this work, and all other contract documents, the undersigned proposes to furnish all labor, equipment and materials necessary to complete the work for the sum of

BID SCHEDULE

Furnish all labor, equipment, materials, and incidentals necessary to provide Lake Dam ants located at Buescher State Park in accordance with the Invitation to Rid and Co

		BASE BIL	TEMS NO.	1 _ 77			
				1-11			
ITEM	ALL WORK ESTIMATED UOM UNIT PRICE PRIC						
1	Bonds and Insurance	1	LS	5000 1000	\$		
2	Mobilization	1	EA		\$		
3	General Conditions	1	LS		\$		
4	Preparing the Right of Way	8	AC		\$		
5	Demobilization	1	EA		\$		
			SU	BTOTAL ALL WORK	\$		
			REMOVAL				
ITEM		ESTIMATED	UOM	UNIT PRICE	PRICE		
6	Tree & Stump Removal (Clearing and Grubbing)	170	EA		\$		
7	Canoe Shed (Remove, Salvage, & Replace)	1	LS		\$		
8	Remove Structure (Retaining Wall)	140	SY		\$		
9	Tree Protection	130	EA		\$		
	1			I .	1		

SY

SY

CY

300

1,350

450

Remove Structure (Spillway)

Remove Gravel Filter Drain

Remove Rock Riprap

10

11

12

\$

\$

\$

13	Remove and Salvage Gabions (3-FT Width X 3-FT Height)	45	CY		\$
14	Remove Existing Sewer Pipe	150	LF		\$
15	Remove Existing Manhole	1	EA		\$
16	Remove Exist Abandoned Concrete Septic Tank (~5,000 Gal)	1	EA		\$
17	Cut and Plug Existing Sanitary Sewer Line	2	EA		\$
			SUE	STOTAL - REMOVAL	\$
		EARTH	EN EMBANKM	NT	
18	Excavation	1,000	CY		\$
19	Embankment (Import)	13,300	CY		\$
20	Toe Drain and Blankets (C-33 Fine Aggregate)	610	CY		\$
21	Toe Drain Outfall (3-INX5-IN Bull Rock) (Native Stone)	60	CY		\$
22	Geotextile (Nonwoven) (10 OZ/SY)	2,010	SY		\$
23	Locally Sourced River Rock Gravel Access Path (1/2-IN Minus, 6-IN Depth)	850	SF		\$
24	6-IN Flexbase	30	CY		\$
25	6-IN Compacted Subgrade	140	SY		\$
26	2-FT Ribbon Curb	60	LF		\$
27	Post & Cable Gate	50	LF		\$
			SUBTOT	AL - EMBANKMENT	\$
		SPIL	LWAY & CHUT	E	
28	Control of Water	21	МО		\$
29	Temp Cofferdam (306-FT Length X 6-FT Avg Height) (Face)	1,840	SF		\$
30	Excavation (Dense Sand and Sandstone)	21,500	CY		\$
31	Embankment (Import)	7,540	CY		\$
32	Controlled Low Strength Material (CLSM)	450	CY		\$
33	Concrete Sharp-Crested Weir, Integral Color (24-IN Thick)	3,320	SF		\$

34	Concrete Stilling Basin, Integral Color	1,030	CY	\$
35	Concrete Baffle Blocks and End Sill, Integral Color	50	CY	\$
36	Concrete Retaining Walls, Integral Color	4,890	SF	\$
37	Rock/Soil Anchors	1,580	LF	\$
38	Retaining Wall Drain Pipe (6-IN PVC)	330	LF	\$
39	Retaining Wall Gravel Filter Drain	370	CY	\$
40	Pedestrian Rail	350	LF	\$
41	10-FT X 10-FT Sluice Gate Shaft, Integral Color	1	EA	\$
42	6-FT X 6-FT Underdrain Manhole, Integral Color	2	EA	\$
43	Stilling Basin Underdrain Perforated Pipe (6-IN HDPE SD11)	220	LF	\$
44	Stilling Basin Underdrain Perforated Pipe (8-IN HDPE SD11)	250	LF	\$
45	Hatch	3	EA	\$
46	Nape Air Vents	2	EA	\$
47	Concrete Chute Slab (12-IN Thick)	890	SY	\$
48	Rock Riprap Downstream Chute (D50=9", 18-IN Thick)	1,140	CY	\$
49	Rock Riprap Upstream Slope Protection (D50=15", 30-IN Thick)	450	CY	\$
50	Rock Riprap Upstream Slope Protection (D50=9-IN, 18-IN Thick)	100	CY	\$
51	Rock Riprap Training Berm (D50=9-IN, 18-IN Thick)	160	CY	\$
52	Rock Riprap Training Berm (D50=15-IN, 30-IN Thick)	330	CY	\$
53	Rock Riprap Launchable Stone (D50=15-IN, 7-FT Thick)	220	CY	\$
54	Ledge Rock Channel (24-IN Length X18-IN Width)	120	CY	\$
55	Rock Riprap Bedding (6-IN Depth)	630	CY	\$
56	Rock Riffles (18-IN Diameter)	50	CY	\$
57	West - Spillway Rock Steps (Ten 7-IN Risers With 18-IN Treads, Concrete Footing, Flagstone Landings-Top and	1	LS	\$

	Bottom16.5 LF. Handrail), Ref. Det. 1/L3.02				
58	East - Spillway Rock Steps (Ten 7-IN Risers With 18-IN Treads, Concrete Footing, Flagstone Landings-Top and Bottom, 16.5 LF. Handrail), Ref. Det. 1/L3.02	1	LS		\$
59	Spillway Maintenance Access Gate	2	EA		\$
60	Spillway Safety Signage	16	EA		\$
61	Reno Mattress (6' Width x 9" Height)	40	CY		\$
62	Concrete Trail Slab, Integral Color	140	SY		\$
			SUBTOTAL - S	PILLWAY & CHUTE	\$
		ERO	SION CONTRO	L,	
63	General Seeding for Site Stabilization (Revegetation) (Temp. & Permanent) Includes Vegetative Watering	21,900	SY		\$
64	Channel Seeding for Site Stabilization (Revegetation) (Temp. & Permanent) Includes Vegetative Watering	350	SY		\$
65	4-IN Topsoil	22,250	SY		\$
66	Construction Entrance (Install & Remove)	130	SY		\$
67	Temporary Silt Fence/Toad Exclusion Fence (Install & Remove)	4,780	LF		\$
68	Permanent Soil Retention Blanket (Class 1, Type D)	8,700	SY		\$
69	Permanent Soil Retention Blanket (Class 2, Type E)	350	SY		\$
70	Permanent Soil Retention Blanket (Class 2, Type G)	570	SY		\$
71	Rock Filter Dam (Install and Remove)	90	LF		\$
			SUBTOTAL - E	ROSION CONTROL	\$
		MIS	CELLANEOUS		
72	SWPPP Preparation	1	LS		\$
73	Barricades, Signs, And Traffic Handling	21	МО		\$
74	Downstream Embankment Weir	6	CY		\$
75	Temporary Chain Link Fence (Staging Areas)	3600	LF		\$
76	Temporary Culvert Shoring	2	EA		\$
77	Temporary Construction Facilities & Controls	21	МО		\$

			OUDTOTA	I MICOELI ANEGUO	•				
			SUBTOTA	L- MISCELLANEOUS	\$				
	TOTAL BASE BID ITEMS NO. 1 - 77 \$								
	Total Base Bid Items 1-77 written in words								
Shorelin	VE ALTERNATE NO. 1 - Fu e Improvements located at Buesonts for the following:								
78	Boat Launch Turndown (Includes Saw Cut Asphalt, Excavation and Concrete Work), Ref. Detail 1/L3.01	1	EA		\$				
79	Typical Rock Wall (24-IN W X 30-IN H Max., Concrete Footing), Ref. Det. 2/L3.01	690	LF		\$				
80	Typical Rock Steps (Three 8- IN Risers With 24-IN Treads, Concrete Footing), Ref. Det. 3/L3.01	110	LF		\$				
81	Typical Rock Seat wall (24-IN W X 24-IN H Max., Conc. Footing), Ref. Det. 5/L3.01	100	LF		\$				
82	Compacted Decomposed Granite with Binder (6-IN Depth)	3,130	SF		\$				
83	Locally Sourced River Rock Gravel (1/2" Minus, 4-IN Depth)	3,220	SF		\$				
84	Excavation	125	CY		\$				
85	Embankment (Native Backfill)	120	CY						
86	Mobilization	1	EA		\$				
87	Demobilization	1	EA						
	TOTAL ADDIVITIVE ALTERNATE NO. 1 \$								
	Total ADD ALT. NO. 1 written in words								
TO	TOTAL BASE BID ITEMS NO. 1-77 + ADDITIVE ALTERNATE. NO. 1 \$								

Total Base Bid + ADD ALT, NO. 1 written in words

EACH BID ITEM INCLUDES ANY AND ALL APPURTENANT WORK AND ITEMS NECESSARY FOR FULLY FUNCTIONAL AND OPERATIONAL SYSTEMS, COMPLETE AND IN PLACE, IN ACCORDANCE WITH THE INVITATION FOR BIDS AND CONTRACT DOCUMENTS.

The determination of the low bidder will be based on responsiveness and responsibility of the bidder and on the TOTAL BASE BID ITEMS No. 1-77 plus (+) ADDITIVE ALTERNATE No. 1. HOWEVER, THE OWNER RESERVES THE RIGHT TO AWARD TO THE LOW BIDDER ANY COMBINATION OF BID ITEMS OR TO REJECT ALL BIDS.

BIDDER UNDERSTANDS AND ACKNOWLEDGES THAT BIDDER MUST MEET THE MINIMUM QUALIFICATION AND/OR EXPERIENCE REQUIREMENTS SET FORTH IN THE INSTRUCTIONS TO BIDDERS, PARAGAPH 12 TO BE ELIGIBLE FOR AWARD OF THIS CONTRACT. BIDDER, BY SIGNING THIS BID, AFFIRMS THAT BIDDER MEETS SUCH MINIMUM REQUIREMENTS. FAILURE TO MEET ANY OF THE MINIMUM QUALIFICATIONS SHALL RESULT IN REJECTION OF THE BID.

The undersigned further agrees that, if awarded the Contract, the work will be completed within **six hundred thirty (630)** calendar days commencing on the date specified in the Notice to Proceed. This performance period includes completing the various aspects required to complete the Work, including submittal of all required Submittals, mobilization, procurement, installation, testing, inspection and delivery of documents described in the Uniform General Conditions, Article 12, 12.1.1.1.

The undersigned agrees that when written notice of bid acceptance is furnished by the Owner within **sixty (60)** calendar days after the bid opening date, the undersigned will, within the stipulated time, execute and deliver the contract and all required bonds, certificates of insurance, submittals and Form 1295 to the Owner. Failure to timely provide the insurance certificate, bonds, and submittals shall be grounds for disqualification of bid and forfeiture of bid security. In such circumstances, TPWD shall be authorized to proceed with award to the next lowest, responsive and responsible bidder.

If the above bid amount exceeds \$25,000.00, the undersigned shall include herewith security in the form of a bid bond, certified check, or cashier's check for an amount not less than five percent (5%) of the total amount of the bid to be awarded by Owner, unless otherwise stipulated under Instructions to Bidders. To ensure adequate bid security, bidders should calculate bid security based on the total amount of all base bids plus all additive alternate bids (if any). The bid security will be returned to or forfeited by the undersigned in accordance with the Bid Security provision in the Instructions to Bidders. The undersigned further agrees that this bid security is the appropriate measure of liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver said contract and required documents.

The undersigned agrees that this bid will not be withdrawn for a period of sixty (60) calendar

Buescher State Park Lake Dam Improvements

days from the date set for the bid opening, and the undersigned further agrees that the bid security will be forfeited in the event this bid is withdrawn before expiration of said sixty (60) calendar days.

Respondent represents and warrants that if selected for award of a contract as a result of the Solicitation, respondent will submit to TPWD a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.

Additional information can be found at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Bidder represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither the bidder, nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the Federal antitrust laws, or (2) communicated directly or indirectly the contents of this bid to any competitor or any other person engaged in the same line of business as the bidder.

Pursuant to *Texas Government Code*, Title 10, Subchapter A, §2155.004 (a), Bidder certifies that neither bidder nor any person or entity represented by bidder has received compensation from TPWD to participate in the preparation of the specifications or solicitation on which this bid or contract is based. Under §2155.004 (b) of the Texas Government Code, Bidder certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated, and payment withheld if this certification is inaccurate.

Pursuant to *Texas Government Code*, Title 10, Subchapter A, §2155.004 (b), §2155.006 (c), and Subchapter B, §2261.053 (c), Bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code. Making a false statement as to corporate tax status is a material breach of contract.

Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity. Entities ineligible for federal procurement are listed at http://www.sam.gov.

Bidder certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.

Pursuant to Section 2155.003 of the Texas Government Code, bidder represents and

Buescher State Park Lake Dam Improvements

warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the contract.

Bidder agrees that any payments due under this contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

Bidder represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA0 and its implementing regulations, as each may be amended.

Bidder agrees to comply with *Texas Government Code*, Title 10, Subtitle D, §2155.4441, relating to use of service contracts and the purchase of products and materials produced in the State of Texas.

Bidder certifies that if a Texas address is shown as the address of the Bidder on this bid, Bidder qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

If Bidder is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, Bidder certifies that Bidder does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Bidder does not make that certification, Bidder must indicate that in its Bid and state why the certification is not required.

Section 2252.152 of the Texas Government Code prohibits TPWD from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Bidder certifies that it is not ineligible to receive the contract.

By signature hereon, the bidder acknowledges that *Texas Government Code*, Title 10, Subchapter F, §§ 2252.201-2252.205 requires that all iron or steel products produced through a manufacturing process used in this project must be produced in the United States. By signing this bid, Bidder certifies that its bid price represents full compensation for compliance with the requirements of *Texas Government Code*, Title 10, Subchapter F, §§ 2252.201-2252.205.

Pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Bidder shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

By signing this bid, Bidder acknowledges and understands that the acceptance of funds by the Bidder or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the authority of the State Auditor's Office, Comptroller or other agency of the State of Texas, TPWD or any successor agency, to conduct an audit or investigation in connection with those funds. The Bidder further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing access to any information the state auditor considers relevant to the investigation or audit. The Bidder shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors

through the Bidder and the requirement to cooperate is included in any subcontract it awards.

Bidder represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

Under Section 231.006(d) of the Texas Family Code, regarding child support, the Bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated, and payment may be withheld if this certification is inaccurate. Furthermore, any Bidder subject to Section 231.006 of the Texas Family Code, must include, in the spaces(s) below, the names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid.

Name	SSN	%	
Name	SSN	%	
Name	SSN	%	
Name	SSN	%	

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e), Texas Family Code.

Under Section 669.003 of the *Texas Government Code*, Bidder certifies that it does not employ, or has disclosed its employment of, any former executive head of the agency. Bidder must provide the following information in the bid.

Name of former executive:	
Name of State agency:	
Date of separation from State agency:	
Position with Bidder:	
Date of employment with Bidder:	

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_	S HEREBY ACKN IF APPLICABLE)		THE FOLLOWIN	G ADDENDA TO	THIS IFB
No. 01 No. 06	No. 02	No. 03	No. 04	No. 05	
	: BIDDER'S FA REJECTION OF		NOWLEDGE REC	CEIPT OF ADDI	ENDA MAY
MISREPRES	AFFIRMATION: SENTATIONS MADE F CONTRACT AND S.	DURING THE PE	RFORMANCE OF A	A CONTRACT IS A	A MATERIAL
	gned certifies that behalf or on beha			s bid and execut	e a contract
Name of 0	Contracting Firm		By Authorized Sig	nature	Date
Address			Printed Name		
City Sta	ate Zip		Title		
(Area Coo	de) Phone Numbei	-	(Area Code) Ph	none Number	
Email add	dress		(Area Code) FA	AX Number	
Texas Ide	entification Numbe	r	(Area Code) Co	ell Number	